

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §
COUNTY OF HARRIS §

This AGREEMENT is entered into by City of Seabrook, Texas hereinafter called "CITY" and SWA Group, hereinafter called "SWA." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF SWA:** In accordance with the terms of this AGREEMENT, CITY agrees to employ SWA; SWA agrees to perform professional services in connection with the "Project Understanding", (the "Project"), as referenced in Attachment SC - "Scope of Services" which is attached and made a part of this AGREEMENT. City agrees to pay to SWA compensation for the Project in accordance with the terms herein. The Project is described as follows: City of Seabrook's "Master Landscaping and City Branding Plan as part of the Texas Department of Transportation State Highway 146 Expansion Project".
- II. **SCOPE OF SERVICES:** SWA shall render professional services in connection with Project as set forth in Attachment SC - "Scope of Services" and Responsibilities of City which is attached and made a part of this AGREEMENT.
- III. **COMPENSATION:** City agrees to pay SWA for all approved professional services rendered under this AGREEMENT in accordance with **Attachment CO-1** "Compensation for Basic Services", which is attached hereto and made a part of this AGREEMENT. SWA shall perform professional services as outlined in **Attachment SC** - "Scope of Services" for a lump sum fee of \$ 88,600.00. Details concerning the fee are included in **Attachment CO-1**.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The additional Terms and Conditions of Agreement as set forth as **Attachment TC** shall govern the relationship between the City and SWA and is made a part of this AGREEMENT.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and SWA, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and SWA and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CITY and SWA and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 4th day of October, 2016.

ATTEST:



City of Seabrook, Texas
(CITY)

By: 


Print or Type Name and Title

ATTEST:



SCOTT McCREEDY

SWA Group
(SWA)

By: 

JAMES VICK

ATTACHMENT SC SCOPE OF SERVICES

ARTICLE I

BASIC SERVICES: SWA shall render the following professional services in connection with the development of the Project:

Project Understanding

The purpose of this study is to prepare a Master Landscaping and City Branding Plan for the City of Seabrook that incorporates the needs and desires of the community, and city council. The Plan will be specific to Seabrook, incorporating realistic recommendations and strategies.

Phase One: TASKS

A. Task 1: MOBILIZATION, RECONNAISSANCE & INPUTS – Weeks One thru Six

This initial task will provide a foundation context for the development of concepts for city branding and identity and for the SH146 project. The SWA Team will review and become familiar with pertinent goals, objectives, documents and initiatives, including recent studies. The SWA Team will prepare an analysis of existing and proposed conditions as a means to communicate constraints, opportunities and initial ideas. As part of gaining important inputs and directions, the SWA Team will meet and present to the City Council/Stakeholders. It will also conduct a scoping meeting with TxDOT to discuss its current design, schedules, non-standard design enhancement opportunities, and TxDOT's standard design kit. This Task shall include and address the following:

- a. Seabrook brand and identity conditions evaluation
 - i. Connectivity, continuity and coherency
- b. SH146 Corridor conditions evaluation
 - i. Special districts, gateways and focal points
 - ii. Corridors, edges, intersections, bridges, and highway objects
- c. SH146 TxDOT design evaluation
 - i. TxDOT standard design kit
 - ii. Non-standard amenity enhancement opportunities
 - iii. Timelines and milestones for incorporating amenity enhancements
- d. Community Goals and Objectives
 - i. Comprehensive Master Plan Summary

- ii. Open Space and Parks Master Plan
 - iii. Other Client / community initiatives / documents as appropriate
- e. Opportunities and Constraints Summary
- f. Deliverables
 - i. Opportunity & Constraints Memo
 - 1. City brand and identity condition (narrative / supporting graphics)
 - 2. SH146 Corridor condition (narrative / supporting graphics)
 - 3. TxDOT Design evaluation (narrative / supporting graphics)
 - 4. Community Goals and Objectives Application (narrative / supporting graphics)
 - ii. Client progress meetings #1 and #2 / meeting notes
 - iii. City Council/Stakeholder meeting #1 / meeting notes
 - iv. TxDOT meeting #1 / meeting notes

Deliverable Note: Unless otherwise stated, all deliverables are in electronic PDF format.

B. Task 2: PRELIMINARY CONCEPT DOCUMENT – Weeks Five thru Nine

The success of SH146 from an urban design perspective will be defined not just by the aesthetic treatment of the freeway but also other assets that contribute towards shaping the urban character of Seabrook and underpin its legibility as a special place. These assets will need to be leveraged purposefully and intentionally, and work in concert with the local business market. Design concepts will take a cue from long-standing community aspirations: connect the City visually and physically to its water assets using public right-of-way; protect public waterfront views; preserve and expand green space; enhance the environment for nature and local wildlife; preserve, enhance and capitalize on Seabrook's character as a seaside village with an abundance of small town charm; and, make it walkable. Preliminary concepts will be guided by the idea of SH146 as an ecologically and economically sustainable "green" corridor.

Using the results from the Reconnaissance & Inputs Task, this task will have a two-part focus. First will be a branding and identity framework plan for the City. This framework plan will be important to anchor the SH146 project in terms of appropriate design concepts. Starting broadly and considering the City's special districts and commercial areas as a whole, SWA will define the hierarchy of places (spatial layers) that define the City's urban fabric. This will lead to two (2) general concepts for how to clarify and strengthen the legibility of these places / layers. The options will be based on ideas of thematic character. Also as part of the branding and identity

work, up to two (2) pilot projects will be identified and concepts developed for early implementation (Seabrook City marker on NASA 1 and Meyer Street Reconstruction are possible candidates and will be vetted as part of the concept process). Second will be design concepts for SH146. As the featured brand and identity element in Seabrook, up to two (2) concepts will be developed for the SH146 project. These will be based on degrees and robustness of deploying non-standard amenity enhancement options. Design options will consider and include:

- a. Branding and identity – impact on site design
- b. Place making – site specific aesthetics, public spaces, materiality
- c. Mobility – versatility and flexibility
- d. Nature – balance with natural systems
- e. Economics – capital funding and maintenance considerations
- f. Deliverables
 - i. Preliminary design document
 - 1. Branding and Identity Framework Plan – city scale with emphasis on special districts; up to two (2) concept options (diagrams / supporting graphics)
 - 2. Branding and Identity pilot project concepts; up to two (2) concept options (plan, elevation, section sketches / supporting graphics)
 - 3. SH146 concept design of amenity enhancements; up to two (2) concept options (plan, elevation, section sketches / supporting graphics)
 - ii. Client progress meetings #3 and #4 / meeting notes
 - iii. City Council / Stakeholder meeting #2 / meeting notes
 - iv. TxDOT meeting #2 / meeting notes

Deliverable Note: Unless otherwise stated, all deliverables are in electronic PDF format.

C. Task 3: REFINED CONCEPT DOCUMENT – Weeks Nine thru Twelve

In this task, SWA will develop the preliminary concepts from Task 2 that are selected by the Client for further refinement, specifically for SH146 (pilot projects identified in Task 2 will be further developed and detailed in Phase 2). The characteristics of the SH146 amenity enhancements will be refined and elaborated in terms of components and materiality for both the standard TxDOT kit and for non-standard amenity enhancements. This Task will address and include:

- a. Landscape – trees, vines and ground covers
 - i. focal points
 - ii. gateways
 - iii. highway edges
- b. Hardscape – paving, walls, columns
 - i. focal points
 - ii. gateways
 - iii. highway edges
- c. Branding Elements and Lighting
 - i. focal points
 - ii. gateways
 - iii. highway edges
- d. Deliverables
 - i. Refined design concept for SH146 – components and materiality (plan, elevation and sections sketches / supporting graphics)
 - ii. Client progress meetings #5 and #6 / meeting minutes
 - iii. City Council / Stakeholder meeting #3 / meeting notes
 - iv. TxDOT meeting #3 / meeting minutes

Deliverable Note: Unless otherwise stated, all deliverables are in electronic PDF format.

D. Task 4: PRELIMINARY COSTING - Weeks Nine thru Eleven

Using the refined concepts with any revisions dropping out from review and discussion with the Client, SWA will develop an order of magnitude cost estimate for the SH146 project. Included for the amenity enhancements will be a potential sources of funding and this Task will include the following:

- a. TxDOT kit – standard highway design components
- b. Amenity Enhancements – non-standard highway design components
- c. Deliverables

- i. Cost estimation – tabulation
- ii. Sources of funds
- iii. Client progress meeting #7 / meeting notes

Deliverable Note: Unless otherwise stated, all deliverables are in electronic PDF format.

E. Task 5: DOCUMENTATION – Week Twelve

SWA will document the above tasks into a summary design booklet. The document will illustrate the design process and outcomes, and include graphics and narrative that provide a quick reference, including:

- a. Master Landscaping and City Branding Plan / State Highway 146 Expansion Project design booklet
- b. Deliverables
 - i. Summary document of Tasks 1 – 4 above
 - ii. Client progress meetings #8 / meeting notes
 - iii. City Council/Stakeholder presentation #4 / meeting notes
 - iv. City Council presentation #1

Deliverable Note: Unless otherwise stated, all deliverables are in electronic PDF format

Phase Two: SCOPING – Week Twelve

SWA will prepare a detailed scope of work for Phase 2 as an amended Exhibit A to the agreement with the Client.

ARTICLE II

TIME OF COMPLETION: SWA is authorized to commence work on the Project upon execution of this AGREEMENT, and shall obtain City review and approval of the required insurance prior to proceeding. SWA agrees to complete the services in accordance with the time limits referenced for each of the Tasks/Phases herein.

If SWA services are delayed through no fault of SWA, SWA shall be entitled to adjust contract schedule consistent with the number of days of delay, strictly conditioned upon prompt prior written notification and written approval by City Representative, which shall not be unreasonably withheld. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to SWA, governmental approvals, etc. Those delays may result in an

adjustment to compensation as outlined on the face of this AGREEMENT and in **Attachment CO-1**, strictly conditioned upon written approval by City Representative.

ARTICLE III

RESPONSIBILITIES OF CITY: CITY shall perform the following in a timely manner so as not to delay the services of SWA:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in SC.
- B. Contact meeting invitees for stakeholder and public meetings. This includes email, mail, newsletter or other forms of notification.
- C. Designate in writing a person to act as CITY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to SWA's services for the Project.
- D. Arrange for access to and make all provisions for SWA to enter upon public and private property as reasonably required for SWA to perform services under this AGREEMENT.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by SWA within a reasonable time so as not to delay the services of SWA.

ARTICLE IV

DESIGNATED REPRESENTATIVES: SWA and City designate the following representatives:

City Designated Representative 1-
City Designated Representative 2-

Gayle Cook, City Manager
Sean Landis, Assistant City Manager
1700 First Street
Seabrook, Texas 77586
(281) 291-5669
gcook@seabrooktx.gov
slandis@seabrooktx.gov

SWA Designated Representative-

James Vick
SWA Group
1245 W. 18th Street
Houston Texas, 77008
(713) 419-7979
jvick@SWAGroup.com

SWA Accounting Representative-

Margaret Leonard
SWA Group
P.O. Box 5904
Sausalito, California 94966-5904

ATTACHMENT CO-1

COMPENSATION FOR BASIC SERVICES:

Schedule for Disbursement of Fees:

Compensation to SWA shall be pursuant to the invoices/related Task schedules referenced herein, and paid as described below upon approval by the approved City's Representative in Article III, Section C, and in accordance with the completion of the tasks and task products in the Scope of Services.

If at any point, the City's Representative evaluates and deems a task product insufficient for the stated scope, any and all discrepancies shall be addressed in writing to SWA for curative improvement or correction. Any such modifications to an existing task product services shall not constitute additional expense if reasonably included within the referenced scope of services herein.

Other Direct Expenses:

All other direct expenses will be honored only upon written request and approval by City's Representative prior to commencing.

CITY OF SEABROOK will be invoiced for the total lump sum fee of \$88,600.00 as follows:

1 st Invoice (upfront) Task 1 Mobilization, Reconnaissance & Inputs.	\$18,350.00
2 nd Invoice (upon completion of Task 2) Preliminary Concept Document.	\$26,200.00
3 rd Invoice (upon completion of Task 3) Refined Concept Document.	\$26,700.00
4 th Invoice (upon completion of Task 4) Preliminary Costing.	\$7,500.00
5 th Invoice (upon Completion of Task 5) Documentation.	\$5,900.00
6 th Invoice (paid as outlined as Other Direct Expenses) Printing/Reproduction	\$3,950.00

General Notes:

Fixed fee of \$84,650.

1. Reimbursable expenses (printing / reproduction, travel) are in addition to the fee, and are estimated at \$3,950. Any expenses in excess of the estimated expenses require prior City approval.
2. Proposed project timeframe is indicated for each task above; project duration is twelve (12) weeks.
3. All deliverables are in electronic PDF format.
4. Client meetings may be in-person or conference calls.
5. Sub-consultants include a highway engineer (civil / structural); fee inclusive.

ATTACHMENT TC
TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Seabrook, Texas. The term SWA as used herein refers to SWA Group, its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by SWA pursuant to the AGREEMENT.
2. **CHANGES:** City, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in SWA's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, SWA will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall SWA or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increase expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CITY:** City will assist SWA by placing at SWA's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. SWA shall have no liability for defects or negligence in the Services attributable to SWA's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City. SWA shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to SWA that SWA may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** SWA shall provide to City certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability	Workers' Compensation
General Aggregate \$2,000,000.00	Each Accident \$500,000.00
Automobile Liability (Any Auto)	Professional Liability
CSL \$1,000,000.00	\$3,000,000.00 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, City determines that any subcontractor for SWA is incompetent or undesirable, City will notify SWA accordingly and SWA shall take immediate steps for cancellation of such subcontract.

Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and City.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the City upon payment of SWA's fees for services. SWA may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by SWA will be at City's sole risk and without liability or legal exposure to SWA, or to SWA's independent associates or consultants. Any such verification or adaptation will entitle SWA to further reasonable compensation. SWA may reuse all drawings, reports, data and other project information in the execution of the Services provided under this AGREEMENT in SWA's other activities. Any reuse by SWA will be at SWA's sole risk and without liability or legal exposure to City, and SWA shall indemnify and hold harmless City from all claims, damages, losses and expense including attorneys' fees arising out of or resulting there from.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that SWA has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, SWA does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not, therefore, responsible for the existence of any pollutant present on or migrating from the site. Further, SWA shall have no responsibility for any pollutant during clean-up, transportation, storage, or disposal activities.
10. **OPINION OF PROBABLE COSTS:** SWA will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analysis of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by SWA hereunder will be made on the basis of SWA's experience and qualifications and represent SWA's judgment as an experienced and qualified design professional. It is recognized, however, that SWA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, SWA will furnish Construction Representation according to the defined scope for these services. SWA will observe the progress and the quality of work to determine, in general, if the work is proceeding in accordance with the Contract Documents. In performing these services, SWA will endeavor to protect City against defects and deficiencies in the work of Contractors; SWA will report any observed deficiencies to City, however, it is understood that SWA does not guarantee the Contractor's performance, nor is SWA responsible for the supervision of the Contractor's operation and employees. SWA shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. SWA shall not be responsible for the acts or omissions of any person (except his own employees, agents or subcontractors) at the Project site or otherwise performing any of the work of the Project. If City designates a person to serve in the capacity of Resident Project Representative who is not an SWA employee or SWA's agent, the

duties, responsibilities, and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.

12. **PAYMENT:** Progress payments may be requested by SWA based on the amount of services completed pursuant to Attachment CO-1. Payment for the services of SWA shall be due and payable upon submission of a statement for services to CITY and in acceptance of the services as satisfactory by the CITY as provided in CO-1. Statements for services shall not be submitted more frequently than monthly.

If CITY fails to make any payment due SWA for approved services and expenses within thirty (30) days after receipt of SWA's statement for services therefore, the amounts due SWA will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, SWA may, after giving seven (7) days' written notice to CITY, suspend services under this AGREEMENT until SWA has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.

14. **SUCCESSORS AND ASSIGNMENTS:** CITY and SWA each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CITY and SWA are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither CITY nor SWA shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent SWA from employing such independent associates and consultants as SWA may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize SWA's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

16. **VENUE/JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. The obligations of this Agreement are performable in Harris County, Texas, and if legal action is necessary to enforce same, exclusive venue and jurisdiction shall lie in Harris County, Texas.

- 17. SWA RESPONSIBILITY FOR DAMAGES: SWA SHALL SAVE AND HOLD HARMLESS THE CITY FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES**

OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH TO THE EXTENT RESULT FROM NEGLIGENT ACT, ERROR OR OMISSION OF SWA, OR ANY PERSON RETAINED OR EMPLOYED BY SWA. SWA SHALL ALSO SAVE AND HOLD HARMLESS THE CITY FROM ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY CITY IN LITIGATION, LIABILITIES WHICH MIGHT BE IMPOSED ON CITY AS A RESULT OF SUCH ACTIVITIES BY SWA, ITS AGENTS, OR EMPLOYEES. THE INDEMNITY AS HEREIN PROVIDED SHALL BE DEEMED CONTROLLING AND A CONTINUING INDEMNITY, WHICH SHALL REMAIN IN FORCE AND EFFECT FROM THE DATE OF THIS AGREEMENT AND SHALL ONLY BE LIMITED AS TO THE EXTENT SUCH AGREEMENTS ARE LIMITED UNDER APPLICABLE LAW.

18. FULL PAYMENT: City shall pay SWA, and SWA agrees to accept as full payment for work performed under this agreement, the lump sum amount of **Eighty Eight Thousand Six Hundred Dollars and Zero Cents** (\$88,600.00), for the services referenced pursuant to the Basic Services in this Agreement. These funds are specifically budgeted and funded for the performance of the personal services described for the Basic Services herein, and all of the reasonable expenses that may be incurred in the performance of those services. No additional reimbursements are provided, including those for travel or other related expenses for the Basic Services in this Agreement, and SWA shall be required to seek prior written approval of any expenses or charges for Additional Services prior to incurring them, such reimbursements to be covered by separate written agreement.
19. COMPLIANCE; SWA shall observe and comply with all Federal, State, and local laws, rules and regulations in any manner affecting the conduct of services herein provided and the performance of all obligations undertaken in the execution of this Project and particularly in the employment practices engaged in, and agrees not to discriminate because of race, color, religion, national origin, sex, age, handicap or disability. Specifically, the performance of this AGREEMENT shall comply with any and all requirements of the Americans with Disabilities Act of 1990, 42 USC ' 1210 et seq.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-124699

Date Filed:
10/17/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SWA Group
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ 2016-02
Urban Design and Landscape Architecture

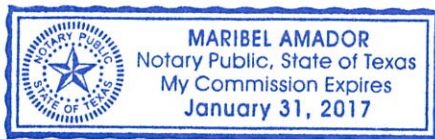
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Vick, this the 17 day of October, 2016, to certify which, witness my hand and seal of office.

Maribel Amador Maribel Amador Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

SWA Houston

1245 W 18th Street
Houston, Texas
77008
+1.713.868.1676
www.swagroup.com

15 September 2017

Gayle Cook
City Manager
City of Seabrook
281-291-5688
gcook@seabrooktx.gov
(via email)

Original
(HOT Funds)
Contract File

Re: Professional Design Services for SH 146
SWA Project: SBKs701

Ladies and Gentlemen:

We are pleased to submit the following proposal for Professional Design Services in connection with the project referenced above.

This Agreement is by and between SWA Group ("SWA"), a California corporation, and the City of Seabrook, Texas ("Client"), located in Harris County, Texas.

I. SCOPE OF SERVICES

- A. As part of its work for the Client on the Master Landscaping and City Branding Plan, SWA provided concept design for certain improvements ("improvements") associated with the proposed TxDOT project (SH 146 – Red Bluff to South of Galveston / Harris County Line), as illustrated in Attachment A.

The Client now wishes to engage SWA to prepare the pertinent design documentation to insure that these improvements are incorporated by TxDOT into its project. The Client and SWA have met with TxDOT on a number of occasions, the latest being on 14 September 2017, when TxDOT identified the relevant documentation required for the improvements, and to be provided to TxDOT by the Client, as listed on Attachment B.

Attachment B generally represents SWA's current understanding of the improvements as well as responsibilities of the parties - both the Client and TxDOT - with respect to the improvements. The Client and SWA agree and understand that Attachment A is subject to change inasmuch as TxDOT agreed at the 14 September meeting to make material changes to this document (Client is to request TxDOT to issue a final version of Attachment A as soon as possible).

Based on Attachment B (and as illustrated in Attachment A), and direction received from the Client, SWA will prepare design documentation for:

swa

1. "City-branded" MSE walls
2. Coping at MSE walls
3. Bollards
4. Curb Edge / Retaining Walls
5. Intersection Pavers
6. Painted Signal Poles
7. Rip Rap in two tones
8. Landscape
9. Irrigation
10. Brackets, conduits and conductors

SWA will engage the services of sub-consultants for electrical, structural and irrigation design. Fees for these services are included in the proposed fee below. SWA does not assume responsibility for the work of others in the production of construction documents or the sufficiency thereof necessary to the execution of the work.

II. PROCEDURE

In accordance with Attachment B, SWA will prepare Preliminary Design documentation (plan sheets) and submit this to the Client and to TxDOT for review and comment. Following this submittal, SWA will prepare the Final Design documentation (specifications, quantities and cost estimates), which shall include revisions to the Preliminary Design based on comments received from TxDOT. During TxDOT's (Houston District) review, SWA will be available to respond to its comments and questions and make follow-up, revised submittals. Following TxDOT's (Austin) review, and prior to Bidding, SWA will be available to respond to comments and questions and make follow-up, revised submittals. Finally, SWA will be available to respond to its comments and questions from prospective bidders as presented to SWA by TxDOT (one bid package). These Scope of Services shall conclude upon the award of contract to a Contractor for the project by TxDOT. All references to documentation are TxDOT format.

III. MEETINGS

SWA will attend up to eight (8) meetings including meetings with TxDOT and the Client.

IV. EXCLUSIONS TO SCOPE OF SERVICES

Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- a. Topography and boundary surveys in addition to the limits identified in the scope of services.
- b. Legal descriptions of property.
- c. Obtaining easements of other real estate transactions.
- d. Existing site engineering and utility base information (including municipal and

CenterPoint) in addition to the limits identified in the scope of services.

- e. Overhead aerial photographs at controlled scale.
- f. Engineering other than that specifically provided for within the Scope of Services.
- g. Design of improvements on private property outside the limits of construction (TxDOT ROW).
- h. Schedule extensions beyond the identified allowances.
- i. Meetings in addition to the identified numbers, if any.

In addition, Construction Phase services as requested by TxDOT are not included in this agreement and will be included in a subsequent agreement between the Client and SWA.

Client will be responsible for handling any and all agreements with TxDOT associated with the improvements for the project.

V. SCHEDULE

TxDOT has indicated a schedule as follows:

Preliminary Documentation due (plan sheets)	1 December 2017
Final Documentation due (specifications, quantities and cost estimates)	1 January 2018
Final Design Due (TxDOT Austin)	1 February*
Bidding	TBD
Construction	TBD

* Date understood for documents to go to Austin for review; due date back from Austin review to be determined (TBD).

VI. FEES AND TERMS

SWA proposes to provide the Scope of Services on an hourly, not-to-exceed fee of \$157,500, plus reimbursable expenses estimated at \$8,000.

Terms and Conditions shall be in accordance with those contained in the original agreement for Professional Services and dated 4 October 2016 (aka Master Landscaping and City Branding Plan).

We would be pleased to answer questions you may have or to clarify the various points above. If this proposal meets with your approval, please sign below and return one copy for our files.

I hereby affirm that I am an authorized agent of SWA Houston, Contractor, and affirm that Contractor does not boycott and will not boycott Israel during the term of this Contract/Agreement.

I also hereby affirm that Contractor acknowledges prior notice provided by SEDC/City, that all Agreements related to the construction design services ("Project") shall contain notifications required by Texas Govt. Code Section 2264, such as the following: During the term of this Agreement, the Contactor agrees not to knowingly employ any undocumented workers as defined in Tex. Govt. Code Sec. 2264.001.



James Vick, AIA
Contracting Officer
Architect, TX License #10477
Architects are licensed by the State of Texas.

Attachments: A and B

Accepted: City of Seabrook

By: Gayle Cook
Title: City Manager
Date: 9-21-17

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